

February 06 2019 2:42 PM

KEVIN STOCK  
COUNTY CLERK  
**NO: 19-2-05249-5**

SUPERIOR COURT OF WASHINGTON FOR PIERCE COUNTY

**Everstrong, LLC**, a Washington  
limited liability company,

Plaintiff;

v.

**Veterans Independent  
Enterprises of Washington**, a  
Washington public benefit  
corporation,

Defendant.

Case No.

**Complaint for Unlawful Detainer**

Plaintiff Everstrong, LLC brings this action against Veterans Independent Enterprises of Washington for unlawful detainer and alleges as follows:

1. Plaintiff is the owner and Landlord of the real property at the address commonly known as 6919 24th Street W, University Place, Washington (the "Premises") which is located in Pierce County, Washington.

1           2. Defendant Veterans Independent Enterprises of Washington has occupied  
2 the Premises as Tenants under the Lease Agreement with the Plaintiff dated  
3 October 5, 2018 (the "Lease").

4           3. Under to the Lease, Defendants have an obligation to pay monthly rent of  
5 \$9800.00 as defined in the Lease. The first day of each Lease month is the first day  
6 of the month. Rent is due on the first day of the month.

7           4. Defendants failed to pay rent since the inception of the lease on October 1,  
8 2018. Defendants are currently in arrears for the period October 1, 2018 through  
9 the present of \$40,670.00.

10          5. On or around January 7, 2019, a five day notice to pay rent or vacate ("Five-  
11 Day Notice") was personally served on Rosemary Hibbard, the Registered Agent of  
12 the Defendant at the Premises.

13          6. More than five days have elapsed since the service of the Five-Day Notice  
14 and Defendants have neither paid the amount owed nor vacated and surrendered  
15 the Premises.

16  
17 Plaintiff prays for judgment:

- 18 A. That the tenancy of the Defendants on the Premises be declared terminated and  
19 that possession of the Premises be restored to Plaintiff;
- 20 B. That a writ of restitution be issued to the Sheriff of Pierce County, Washington,  
21 directing the Sheriff to deliver possession of the Premises to the Plaintiff and  
22 allow the Sheriff to break and enter the Premises if necessary;
- 23 C. That Plaintiff be awarded judgment against Defendants for unpaid rent, plus late  
24 charges, along with unpaid deposits, fees, and other charges and money due  
25

1 according to the Lease, the sum of which to be determined at a later date, until  
2 Defendants surrender Premises or until possession is restored to Plaintiff;

3 D. That Plaintiff be awarded judgment against Defendants for Plaintiff's costs,  
4 disbursements and for attorneys' fees;

5 E. That Plaintiff be awarded any other damages or remedies available to the  
6 Plaintiff.

7 DATED this 16th day of January 2019.

8  
9 CHIANGLIN LAW FIRM, PLLC

10 /s/ Dave Bandstra

11 Dave Bandstra, WSBA #40544

12 Steve Chianglin, WSBA #36582

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